the said Benjamin Barney Hath with the Consent and Approbation of his Excellency Horatio Sharpe Esquire Governor and Chancellor of the said Province Testified by his Signing and Sealing these Presents Demised Set and to farm let and by these presents doth demise Set and to farm let, unto the said Benjamin Barney all that Tract or parcel of Land called Benjamins choice being part of the Lands reserved in the said County of Baltimore for his said Lordships Use, Begining at two Bounded White Oaks standing on the Head of a Glade called the Great Glade which Ascends into the Piney Run being a Draft of the Western Run of Gunpowder and Runing thence South Eighty degs. West Sixty perches South twenty degs. West Sixty perches South fifty degs. West forty eight perches South Eighty degs. East Sixty perches North forty degs. East fifty four perches and thence by a Streight Line to the Beginning, Containing and laid Out for thirty Six Acres all Mines of Gold, Silver, Copper, Lead, Tin, and Iron which shall be found or Discovered within the Premises excepted and foreprized To Have and To Hold the Demised Premises with the Appurtenances and every part thereof (except as afore excepted) to the said Benjamin Barney his Executors Administrators and Assigns from the Date hereof for and during the Term of Ninety Nine Years to come, fully to be Compleated and ended Yielding and Paying therefore Yearly and every Year during the Term aforesaid to the said Lord Proprietary his Heirs or Successors or his or their Agent or Receiver General for the Time being or to such other Person who shall be appointed to Receive the same at his Dwelling House, the Sum of Seven Shillings & two pence Sterling Provided always that it shall not be lawful for the said Benjamin Barney his Executors & Administrators or Assigns to demise Set or Assign the Premises or any part thereof for longer Time than from Year to Year only without the Licence and Consent of the said Lord Proprietary under his Lordships

Hand and Seal, or the Hand and Seal of his Agent or Receiver General for the Time being, or from under the Hand and Seal of such other Person or Persons as shall be appointed as aforesaid to receive the Rent above reserved first had and obtained which Licence shall be on the Terms following that is to say that besides the Rent hereby reserved the said Benjamin Barney shall well and truly pay the Sum of Seven Shillings & two pence Sterling for every such Licence to Assign over as aforesaid which same Sum shall likewise be paid by every Assignee for every such Licence to Assign And the said Benjamin Barney for Himself his Heirs Executors Administrators and Assigns doth Covenant agree to and with the said Lord Proprietary his Heirs and Successors that he the said Benjamin Barney his Executors Administrators and Assigns the said demised Premises shall and will, at the Expiration of the said Term deliver up in good Tenantable Repair and Order to the said Lord Proprietary his Heirs and Successors Provided always that the said Benjamin Barney his Executors Administrators, or Assigns shall not Commit any Waste or Sale of Timber growing on the said Land or destroy more thereof than shall be necessary for Building and Improving thereon, for Clearing Ground for Tillage and other proper Uses for the Demised Premises Provided also that if the Rent hereby reserved shall be behind and unpaid by the space of thirty Days after the Expiration of any One Year or if the said Benjamin Barney his Executors Administrators or Assigns shall Commit any Waste or Sale of Timber, Contrary to the Tenor of these Presents or shall Assign or Set Over the Premises without Licence first had and Obtained as aforesaid that then and from thenceforth these Presents shall Cease determine and be Void and the said Lord Proprietary his Heirs and Successors shall and may reenter and have and Enjoy the Demised Premises as of his former Estate any thing